

EXHIBIT “A”



CHRIS DANIEL
HARRIS COUNTY DISTRICT CLERK

ENTERED _____
VERIFIED BD

Civil Process Pick-Up Form

CAUSE NUMBER: 2015 31089

ATY _____

CIV ✓

COURT 269

REQUESTING ATTORNEY/FIRM NOTIFICATION

*ATTORNEY: Wade P. Moriarty PH: 713 8077800

*CIVIL PROCESS SERVER: Interaction Civil Process #147

*PHONE NUMBER: 832 606 8958

*PERSON NOTIFIED SVC READY: Richard Guerra

*NOTIFIED BY: Nelson Cuero

DATE: 6/1/15

Type of Service Document CITR

Tracking Number 7313 5725

Process papers prepared by: Nelson Cuero

Date: Monday, June 01, 2015

30 days waiting 07 - 01 - 15

*Process papers released to: Richard Guerra
(PRINT NAME)

*(CONTACT NUMBER)

(SIGNATURE)

*Process papers released by: _____
(PRINT NAME)

(SIGNATURE)

* Date: 6-2-15, 2015 Time: 11:30 AM / PM

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED **2015-31089 / Court: 269**
 PAUL LI VS GENERAL INSURANCE COMPANY OF AMERICA

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: <u>Paul Wyatt</u> Email: <u>Paul@thecrimlawfirm.com</u> Address: <u>4900 Travis St.</u> Telephone: <u>(713) 807-7800</u> City/State/Zip: <u>Houston, TX 77002</u> Fax: <u>(713) 807-8434</u> Signature: <u>/s/ Paul Wyatt</u> State Bar No: <u>24090480</u>		Names of parties in case: Plaintiff(s)/Petitioner(s): <u>PAUL LI</u> Defendant(s)/Respondent(s): <u>GENERAL INSURANCE COMPANY OF AMERICA</u> [Attach additional page as necessary to list all parties]		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____					
2. Indicate case type, or identify the most important issue in the case (select only 1):									
Civil			Family Law						
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____		Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input checked="" type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____		Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____		Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____		Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____							
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____		Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____							
3. Indicate procedure or remedy, if applicable (may select more than 1):									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
4. Indicate damages sought (do not select if it is a family law case):									
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000									

7/28/2015 11:44:21 AM

Chris Daniel - District Clerk Harris County

Envelope No. 6251541

By: GAYLE FULLER

Filed: 7/28/2015 11:44:21 AM

CAUSE NO. 201531089

RECEIPT NO.

0.00

CIV

TR # 73135725

PLAINTIFF: LI, PAUL

vs.

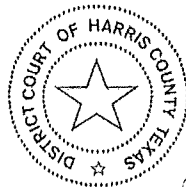
DEFENDANT: GENERAL INSURANCE COMPANY OF AMERICA

In The 269th
Judicial District Court
of Harris County, Texas
269TH DISTRICT COURT
Houston, TX

CITATION

THE STATE OF TEXAS
County of HarrisTO: GENERAL INSURANCE COMPANY OF AMERICA (FOREIGN MUTUAL INSURANCE
COMPANY) BY SERVING ITS ATTORNEY FOR SERVICE: CORPORATION SERVICE COMPANY
OR WHEREVER IT MAY BE FOUND
211 EAST 7TH ST SUITE 620 AUSTIN TX 78701Attached is a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURESThis instrument was filed on the 1st day of June, 2015, in the above cited cause number
and court. The instrument attached describes the claim against you.YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a
written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday
next following the expiration of 20 days after you were served this citation and petition,
a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 1st day of June, 2015 under my hand and
seal of said Court.Issued at request of:MORIARTY, WADE D.
4900 TRAVIS STREET
HOUSTON, TX 77002
Tel: (713) 807-7800
Bar No.: 789503CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
P.O. Box 4651, Houston, Texas 77210

GENERATED BY: CUERO, NELSON 7MM//10110976

OFFICER AUTHORIZED PERSON RETURN

Came to hand at 10:30 o'clock A M., on the 1st day of June, 2015.Executed at (address) 211 East 7th St. Suite 620 Austin, TX 78701 inTravis County at 9:30 o'clock A M., on the 1st day of July,2015, by delivering to General Insurance Company of America defendant, in person, a
true copy of this Citation together with the accompanying copy(ies) of the
Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this 6th day of July, 2015.

Fee: \$ _____

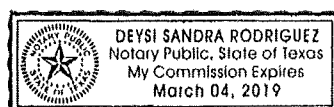
By _____
Deputy

Affiant

On this day, Arnell J. Cuero, known to me to be the person whose
signature appears on the foregoing return, personally appeared. After being by me duly sworn,
he/she stated that this citation was executed by him/her in the exact manner recited on the
return.SWORN TO AND SUBSCRIBED BEFORE ME, on this 7th day of July, 2015.

Notary Public

N.INT.CITR.P



AFFIDAVIT OF SERVICE

State of Texas

County of Harris

269th Court

Case Number: 201531089

Plaintiff:

Paul Li

vs.

Defendant:

General Insurance Company Of America

For:

Wade D. Moriarty

The Crim Law Firm, P.C.

4900 Travis St.

Houston, TX 77002

Received by Interaction Civil Process Investigations to be served on General Insurance Company Of America (Foreign Mutual Insurance Company), 211 E. 7th St. Suite 620, Austin, TX 78701.

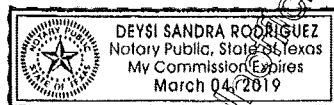
I, Richard J. Guerra, being duly sworn, depose and say that on the 1st day of July, 2015 at 9:30 am, I:

served a **REGISTERED AGENT** by delivering a true copy of the Citation and Plaintiff's Original Petition And Request For Disclosures to: Chris Salzan For Corporation Service Company as Registered Agent at the address of: 211 E. 7th St. Suite 620, Austin, TX 78701 on behalf of General Insurance Company Of America, Sent by Certified Mail on 6/29/2015. Received return on 7/4/2015.

I certify that I am approved by the Supreme Court of Texas to deliver citations and other notices from any District, County or Justice Courts in and for the State of Texas. I am competent to make this oath; I am not less than eighteen years of age, I am not a party to the above-referenced cause, I have not been convicted of a felony or a crime involving moral turpitude, and I am not interested in the outcome of the above-referenced cause.

Subscribed and Sworn to before me on the 7th day of July, 2015 by the affiant who is personally known to me.

Deysi Sandra Rodriguez
NOTARY PUBLIC



Richard J. Guerra
Richard J. Guerra
SCH 3248 Exp. 3/31/2017

Interaction Civil Process Investigations
5773 Woodway Dr. #125
Houston, TX 77057
(832) 606-8958

Our Job Serial Number: RJG-2015000284

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Corporation Service Corp
211 E. 7th St. Suite 620
Austin TX 78701

2. Article Number
 (Transfer from service label)
 14 7011 1570 0001 4876 6796

PS Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☒ Agent ☐ Addressee

B. Received by (Printed Name) *[Signature]* Date of Delivery *9/11/2015*

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 31.45
Return Receipt Fee (Endorsement Required)	\$2.80
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$34.25

Postage Certified *[Signature]*

Return Receipt Fee (Endorsement Required) \$2.80
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$34.25

Postmark: BARBARA JORDAN PO 0010 JUN 24 2015

14 7011 1570 0001 4876 6796

PS Form 3800, August 2006 See Reverse for Instructions

Corporation Service Corp
211 E. 7th St. Suite 620
Austin TX 78701



RCS / ALL
Transmittal Number: 13973113
Date Processed: 07/02/2015

Notice of Service of Process

Primary Contact: Arlene Smith
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02117

Entity:	General Insurance Company Of America Entity ID Number 2781188
Entity Served:	General Insurance Company of America
Title of Action:	Paul Li vs. General Insurance Company of America
Document(s) Type:	Citation/Petition
Nature of Action:	Contract
Court/Agency:	Harris County District Court, Texas
Case/Reference No:	2015-31089
Jurisdiction Served:	Texas
Date Served on CSC:	07/01/2015
Answer or Appearance Due:	10:00 am Monday next following the expiration of 20 days after service
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Wade D. Moriarty 713-807-7800

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

CAUSE NO. 201531089

RECEIPT NO.

0.00

CIV

TR # 73135725

PLAINTIFF: LI, PAUL

vs.

DEFENDANT: GENERAL INSURANCE COMPANY OF AMERICA

In The 269th
Judicial District Court
of Harris County, Texas
269TH DISTRICT COURT
Houston, TX

CITATION

THE STATE OF TEXAS
County of Harris

TO: GENERAL INSURANCE COMPANY OF AMERICA (FOREIGN MUTUAL INSURANCE
COMPANY) BY SERVING ITS ATTORNEY FOR SERVICE: CORPORATION SERVICE COMPANY
OR WHEREVER IT MAY BE FOUND
211 EAST 7TH ST SUITE 620 AUSTIN TX 78701

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURES

This instrument was filed on the 1st day of June, 2015, in the above cited cause number
and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a
written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday
next following the expiration of 20 days after you were served this citation and petition,
a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 1st day of June, 2015, under my hand and
seal of said Court.

Issued at request of:

MORIARTY, WADE D.
4900 TRAVIS STREET
HOUSTON, TX 77002
Tel: (713) 807-7800
Bar No.: 789503



Chris Daniel
CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: CUERO, NELSON 7MM//10110976

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at _____ o'clock _____ .M., on the _____ day of _____,

Executed at (address) _____ in

_____ County at _____ o'clock _____ .M., on the _____ day of _____,

_____, by delivering to _____ defendant, in person, a
true copy of this Citation together with the accompanying _____ copy(ies) of the
Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this _____ day of _____,

Fee: \$ _____

_____ of _____ County, Texas

Affiant

By _____
Deputy

On this day, _____, known to me to be the person whose
signature appears on the foregoing return, personally appeared. After being by me duly sworn,
he/she stated that this citation was executed by him/her in the exact manner recited on the
return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____,

Notary Public



5/30/2015 5:14:16 PM
Chris Daniel - District Clerk Harris County
Envelope No. 5481755
By: Nelson Cuero
Filed: 6/1/2015 12:00:00 AM

2015-31089 / Court: 269

CAUSE NO. _____

PAUL LI	§	IN THE DISTRICT COURT OF
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
GENERAL INSURANCE COMPANY	§	
OF AMERICA	§	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURES

TO THE HONORABLE JUDGE PRESIDING:

NOW COMES, Plaintiff PAUL LI ("Plaintiff"), and files this Original Petition and Request for Disclosures against Defendant GENERAL INSURANCE COMPANY OF AMERICA ("Defendant"), and would respectfully show the following:

I.

Plaintiff intends to conduct discovery under Level II, pursuant to 190.3 of the TEXAS RULES OF CIVIL PROCEDURE.

II.

Plaintiff is a resident of Harris County, Texas. The last three numbers of Plaintiff's social security number are 191.

Defendant, GENERAL INSURANCE COMPANY OF AMERICA, is a foreign mutual insurance company, duly licensed to do business in the State of Texas and is duly authorized to issue automobile insurance throughout the State of Texas. Service on Defendant may be obtained by serving its attorney for service: Corporation Service Company, 211 East 7th St. Suite 620, Austin TX 78701.

III.

This court has jurisdiction and venue is proper in Harris County, Texas pursuant to Tex. Civ. Prac. & Rem. Code § 15.006 and Texas Insurance Code § 1952.110 because Plaintiff resided in Harris County, Texas at the time of the collision made the basis of this suit. See Tex. Civ. Prac. & Rem. Code §15.016 ("An action governed by any other statute prescribing mandatory venue shall be brought in the county required by that statute"); See Ins. Code § 1952.110 ([A]n action against an insurer may be brought only in: (1) the county in which the policyholder or beneficiary instituting the action resided at the time of the accident involving the underinsured or underinsured motor vehicle or (2) the county in which the accident occurred).

IV.

This suit is necessary to collect a legal debt and damages due and owing to Plaintiff because of an automobile collision that occurred on or about January 13, 2014 and Defendant's wrongful acts in handling of Plaintiff's claim for underinsured motorist coverage.

On or about January 13, 2014, Plaintiff was a passenger in a vehicle driven by his wife, when suddenly and without warning, a vehicle struck the rear end of the Plaintiff's vehicle. As a result of this collision, Plaintiff suffered serious personal injuries.

V.

Pursuant to the policy Defendant issued to Plaintiff, an automobile insurance policy in effect on the date of injury, which provided Plaintiff with underinsured Motorist Coverage. Under the terms and provisions of this policy, Plaintiff is entitled to recover under the underinsured Policy. Plaintiff, therefore, claims benefits under the terms and provisions of his underinsured Policy.

The driver that hit the Plaintiff's car was an "underinsured motorist" as that term is defined and understood under Tex. Ins. Code § 1952.103 and the policy of insurance issued by

Defendant GENERAL INSURANCE COMPANY OF AMERICA to PAUL LI. Plaintiff was covered persons and insured individuals under this policy at the time of the occurrence in question and sustained damages in excess of the liability insurance coverage for the other driver. Plaintiff therefore is entitled to collect benefits provided by the policy of Defendant GENERAL INSURANCE COMPANY OF AMERICA and for such benefits they now sue.

Nonetheless, without reasonable basis Defendant chose to deny timely payment of insurance benefits.

VI.

FIRST CAUSE OF ACTION---BREACH OF EXPRESS AND IMPLIED CONTRACT AND BREACH OF EXPRESS AND IMPLIED WARRANTY

Defendant agreed, through their contracts of automobile insurance, to provide to Plaintiff uninsured and underinsured motorist coverage up to (\$100,000/\$300,000.00). In derogation of this duty, Defendant breached its contractual duty to Plaintiff in an amount under the underinsured coverage to compensate Plaintiff for the damages he suffered as a result of the collision made the basis of this suit, such breach causing loss to Plaintiff from said breach of consequential damages.

VII.

SECOND CAUSE OF ACTION---Violations of Texas Insurance Code

Plaintiff re-alleges and incorporates each allegation contained in all preceding paragraphs of this Petition as if fully set forth herein.

A. Unfair Settlement Practices

Defendant failed to attempt to effectuate a prompt, fair, and equitable settlement of a claim with respect to which liability has become reasonably clear, in violation of Texas Insurance Code Section 541.060 (a)(2)(A) (formerly Art. 21.21 §4(10)(ii)).

Defendant failed to adopt and implement reasonable standards for prompt investigation of claims arising under its policies.

Defendant failed to provide promptly a reasonable explanation, in relation to the facts or applicable law, for the denial of a claim, in violation of Texas Insurance Code Section 541.060 (a)(3) (formerly Art. 21.21 §4(10)(iv)).

Defendant refused to pay a claim without conducting a reasonable investigation with respect to the claim, in violation of Texas Insurance Code Section 541.060 (a)(7) (formerly Art. 21.21 §4(10)(vii)).

Defendant misrepresented the insurance policy under which it affords underinsured motorist coverage to Plaintiff, by making an untrue statement of material fact, in violation of Texas Insurance Code Section 541.061 (1) (formerly Art. 21.21 §4(11)(a)).

Defendant misrepresented the insurance policy under which it affords underinsured motorist coverage to Plaintiff, by failing to state a material fact that is necessary to make other statements made not misleading, in violation of Texas Insurance Code Section 541.061 (2) (formerly Art. 21.21 §4(11)(b)).

Defendant misrepresented the insurance policy under which it affords underinsured motorist coverage to Plaintiff, by making a statement in such manner as to mislead a reasonably prudent person to a false conclusion of material fact, and failing to disclose a matter required by law to be disclosed, in violation of Texas Insurance Code Section 541.061 (3) (formerly Art. 21.21 §4(11)(c)) and Texas Insurance Code Section 541.002 (1) (formerly Art. 21.21 §4(11)(e)).

Defendant knowingly committed the foregoing acts, with actual knowledge of the falsity, unfairness, or deception of the foregoing acts and practices, in violation of Texas Insurance Code Section 541.002 (1) (formerly Art. 21.21 §2(c)).

B. Unfair Claim Settlement Practices

Defendant has knowingly misrepresented to Plaintiff pertinent facts or policy provisions related to coverage at issue in violation of Texas Insurance Code Section 542.003(b)(1).

Defendant has failed to acknowledge with reasonable promptness pertinent communications related to the claim arising under the underinsured policy in violation of Texas Insurance Code Section 542.003(b)(2).

Defendant has failed to adopt and implement reasonable standards for the prompt investigation of claims arising under Defendant's policies in violation of Texas Insurance Code Section 542.003(b)(3).

Defendant has failed to attempt in good faith to effect a prompt, fair and equitable settlement of a claim submitted in which liability has become reasonably clear in violation of Texas Insurance Code Section 542.003(b)(4).

C. Prompt Payment of Claims

Defendant has failed to acknowledge receipt of the claim in violation of Texas Insurance Code Section 542.055(a)(1).

Defendant has failed to timely commence investigation of the claim or to request from Plaintiff any additional items, statements, or forms that Defendant reasonably believes to be required from Plaintiff in violation of Texas Insurance Code Section 542.055(a)(2)-(3).

Defendant has failed to notify Plaintiff in writing of the acceptance or rejection of a claim not later than the 15th business day after receipt of all items, statements, and forms required by Defendant in violation of Texas Insurance Code Section 542.056(a).

Defendant has delayed payment of Plaintiff claim in violation of Texas Insurance Code Section 542.058(a).

VIII.

THIRD CAUSE OF ACTION---BREACH OF DUTY OF GOOD FAITH & FAIR DEALING

Plaintiff re-alleges and incorporates each allegation contained in all preceding paragraphs of the Petition as if fully set forth herein.

Defendant, as Plaintiff's insurer, had a duty to deal fairly and in good faith with Plaintiff in the processing of the underinsured claim. Defendant breached this duty by refusing to properly investigate and effectively denying necessary benefits. Defendant knew or should have known that there was no reasonable basis for denying or delaying the required benefits. As a result of Defendant's breach of these legal duties Plaintiff suffered legal damages.

IX.

FOURTH CAUSE OF ACTION--- LEGAL "MALICE" & UNCONSCIONABILITY

Plaintiff re-alleges and incorporates each allegation contained in all preceding paragraphs of this Petition as if fully set forth herein.

Defendant acted fraudulently and with malice (as that term is legally defined) in denying Plaintiff's claim for underinsured benefits. Defendant's conduct when viewed objectively from its standpoint at the time of its occurrence involved an extreme degree of risk to Plaintiff, considering the probability and magnitude of the potential harm to Plaintiff. Further, Defendant had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Plaintiff.

Defendant also acted in an unconscionable manner, as that term is legally defined, and as a result is liable for the statutory violations resulting from unconscionable acts by an insurer and its adjusters.

X.

FIFTH CAUSE OF ACTION---VIOLATIONS OF TEXAS DTPA

Plaintiff re-alleges and incorporates each allegation contained in all preceding paragraphs of this Complaint as if fully set forth herein.

The Deceptive Trade Practices-Consumer Protection Act (DTPA) provides additional protections to consumers who are victims of deceptive, improper, or illegal practices. Defendant's violation of the Texas Insurance Code creates a cause of action under the DTPA. Defendant's violation of the Texas Insurance Code, as set forth herein, specifically violates the DTPA as well.

XI.

RESULTING LEGAL DAMAGES

Plaintiff is entitled to the actual damages resulting from the Defendant's violations of the law. From the date of the incident in question up to the time of trial in this cause, those elements of damages to be considered separately and individually for the purpose of determining the sum of money that will fairly and reasonably compensate Plaintiff for each element are as follows:

- a) The physical pain that Plaintiff has suffered from the date of the incident in question up to the time of trial;
- b) The mental anguish that Plaintiff has suffered from the date of the incident in question up to the time of trial;
- c) The amount of reasonable medical expenses necessarily incurred in the treatment of Plaintiff injuries from the date of the incident in question up to the time of trial;
- d) The loss of any earnings sustained by Plaintiff from the date of the incident in question up to the time of trial;
- e) The damages resulting from the physical impairment suffered by and the resulting inability to do those tasks and services that Plaintiff ordinarily would have been able to perform; and
- f) The disfigurement which Plaintiff has suffered from the date of the incident in question up to the time of trial.

From the time of trial of this case, the elements of damages to be separately considered which Plaintiff will sustain in the future, beyond the trial, are such of the following elements that are shown by a preponderance of the evidence upon trial of this case:

- a) The physical pain that Plaintiff will suffer in the future beyond the time of trial;
- b) The mental anguish that Plaintiff will suffer in the future beyond the time of trial;
- c) The reasonable value of medical expenses that will necessarily be incurred in the treatment of Plaintiff injuries in the future beyond the time of trial;
- d) The loss or reduction in Plaintiff earnings or earning capacity in the future beyond the time of trial, caused by the injuries sustained in the incident in question;
- e) The damages resulting from physical impairment that Plaintiff will continue to suffer in the future and the resulting inability to do those tasks and services that Plaintiff ordinarily would have been able to perform in the future beyond the time of trial; and
- f) The disfigurement that Plaintiff will suffer in the future beyond the time of trial.

Plaintiff is entitled to recover for the consequential damages to him; economic welfare from the wrongful denial and delay of benefits; the mental anguish and physical suffering resulting from this wrongful denial of benefits, and the other actual damages permitted by law. In addition, Plaintiff is entitled to exemplary damages.

Plaintiff is entitled to interest on the amount of his claim at the rate of 18 percent per year as damages under Texas Insurance Code 542.060(a).

As a result of Defendant's acts and/or omissions, Plaintiff has sustained damages in excess of the minimum jurisdictional limits of this Court.

Plaintiff is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

Defendant's knowing violations of the DTPA entitle Plaintiff to the attorneys' fees, treble damages, and other penalties provided by law.

Plaintiff is also entitled to recover his attorney's fees, pursuant to Tex. Civ. Prac. & Rem. Code §38.001 and pursuant to Texas Insurance Code 542.060(a)-(b).

XII.

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendant is requested to disclose the information and material described in Rule 194.2 within fifty (50) days of the service of this request.

XIII.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and answer herein; that upon trial hereof Plaintiff has judgment of the Court against such Defendant in a total amount of money in excess of the minimum jurisdictional limit of this Court, together with pre and post-judgment interest as provided by applicable laws; for all costs of court; and for all such other and further relief, both general and special, legal and equitable, to which Plaintiff may show himself justly entitled.

Respectfully submitted,

THE CRIM LAW FIRM, P.C.

/s/ *Wade D. Moriarty*

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Texas Bar No. 00789503
4900 Travis St.
Houston, Texas 77002
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**ATTORNEY FOR PLAINTIFF
PAUL LI**

CERTIFIED MAIL™



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Austin, TX 78701

CAUSE NO. 2015-31089

PAUL LI,	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
GENERAL INSURANCE COMPANY	§	
OF AMERICA,	§	
Defendant	§	269th JUDICIAL DISTRICT

GENERAL INSURANCE COMPANY OF AMERICA'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Defendant General Insurance Company of America ("GICA") and files this Original Answer to Plaintiff's Original Petition and for such would respectfully show the Court the following:

I.
GENERAL DENIAL

Pursuant to TEX. R. CIV. P. 92, Defendant GICA denies each and every, all and singular, allegation set forth in Plaintiff's Original Petition and demands strict proof thereof by a preponderance of the evidence at the final trial of this case.

II.
AFFIRMATIVE DEFENSES


In addition to any other legal and factual defenses that GICA may have to Plaintiff's causes of action, GICA specifically avers that Plaintiff has not established he is "legally entitled to recover" from the uninsured/underinsured motorist, a condition precedent to recover under the policy. *See Brainard v. Trinity Universal Ins. Co.*, 216 S.W.3d 809 (Tex. 2006).

WHEREFORE, PREMISES CONSIDERED, Defendant General Insurance Company of America respectfully prays that upon final hearing hereof, Plaintiff Paul Li take nothing by

reason of this action, that GICA be awarded its costs of court, and for such other and further relief to which it may show itself justly entitled.

Respectfully submitted,

HANNA & PLAUT, L.L.P.
211 East Seventh Street, Suite 6000
Austin, Texas 78701
Telephone: (512) 472-7700
Facsimile: (512) 472-0205

By: 
Catherine L. Hanna
State Bar No. 08918280
Email: channa@hannaplaut.com
Lauren E. Sprouse
State Bar No. 24079380
Email: lsprouse@hannaplaut.com

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been delivered by e-service and/or facsimile on this 27th day of July, 2015 to:

Facsimile: 713.807.8434
THE CRIM LAW FIRM, P.C.
Wade D. Moriarty
4900 Travis St.
Houston, Texas 77002
Attorneys for Plaintiff

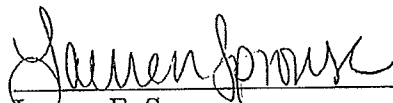

Lauren E. Sprouse

EXHIBIT “B”



201531089 - LI, PAUL vs. GENERAL INSURANCE COMPANY OF AMERICA (Court 269)

Chronological Print
History All
(non-financial)

Summary Appeals Cost Statements Transfers Post Trial Writs Abstracts Parties
Court Costs Judgments/Events Settings Services/Notices Court Registry Child Support Images

* Note: Only non-confidential public civil/criminal documents are available to the Public. All non-confidential Civil documents are imaged. In Criminal Cases, select non-confidential documents are available in electronic format (not every document is available for electronic viewing and a document may be filed in the case that is not viewable electronically). If the case or Civil document you are looking for is not available and should be, please click here to notify Customer Service.

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EXHIBIT “C”

LIST OF ALL COUNSEL OF RECORD

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EXHIBIT “D”

INDEX OF ALL DOCUMENTS FILED WITH THE COURT

1. Notice of Removal of Action Under 28 U.S.C. §§ 1332 and 1441(a) (Diversity)
2. True and correct copies of all pleadings, process and orders served in this action
3. State Court Docket Sheet
4. List of all Counsel of Record